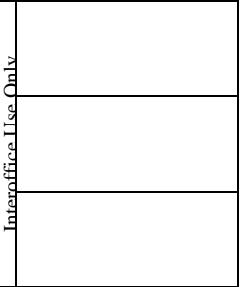




THE SCHOOL DISTRICT OF SPRINGFIELD R-12  
PURCHASING DEPARTMENT  
1458 E CHESTNUT EXPRESSWAY  
SPRINGFIELD, MO 65802  
(417) 523-0072



Request For Proposal No.:	Issue Date:	Title:
<b>RFP-S20B-0030</b>	<b>Sept. 11, 2019</b>	<b><i>Educational Research Services</i></b>

Proposals Must Be Received By The  
Purchasing Department At The Above  
Address No Later Than:

**October 2, 2019 2:00 P.M.**

All inquiries for information should be emailed to the  
following individual:  
David Pelletier  
[dpelletier@spsmail.org](mailto:dpelletier@spsmail.org)

Sealed proposals should be submitted to the Purchasing  
Department at the above address.

Proposals and Amendment(s), if any, are to be returned to the address listed above and are to be enclosed in a sealed envelope plainly labeled with the above title name and number, along with the due date, on the lower left hand corner of the envelope or package. Faxed proposals will not be accepted. **No Exceptions**

In compliance with this Request for Proposal (RFP), the offeror declares understanding and agrees to provide the items and/or services, in accordance with the terms and conditions, specifications, and requirements as stated herein and as modified by any issued amendments. The offeror also agrees that upon receipt of an official Purchase Order issued by District's Purchasing Department and signed by the Coordinator of Purchasing, a binding contract shall exist between the bidder and the District. Payment will occur no sooner than 30 days after receipt and acceptance of items and/or services or receipt of correct invoice whichever is later.

Company Name:	
Mailing Address:	
City, State, Zip:	
Phone Number:	Fax Number:
Contact Person:	Title:
Web Address:	Email Address:

Authorized Signature

Date

Printed Name of Official

Title

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### Part 1: Introduction

Springfield Public Schools is seeking responses to this Request for Proposals (RFP) from experienced Vendors to provide educational research, data analysis, and evaluation services on an as needed basis. The Vendor must be able to provide independent, objective research and data to K12 school administrators in order to make better-informed decisions and provide educators with timely, reliable and customized research. Vendor should be capable of creating a forum that provides opportunities to network among local, state and regional school districts and agencies and facilitate research discussions and improvements.

## **District Organization and Relevant Information**

Springfield Public Schools is Missouri's largest school district. We have built a reputation of academic excellence based on the outstanding performance of our students and schools. More than 25,000 students attend 35 elementary schools, an intermediate school (grades 5 – 6), nine middle schools and five high schools. Phelps Center for Gifted Education and four early childhood centers. In addition, we offer more than a dozen Choice Programs that cater to the diverse needs of many students, including the International Baccalaureate program, Wonders of the Ozarks Learning Facility (WOLF), Academy of Exploration at Discovery Center, Health Sciences Academy at Mercy and the Middle College Program. All five of our high schools are designated Missouri A+ Schools.

The district organization chart is included as [appendix A](#). Each of our schools and programs align with our three primary district goals of *improving student achievement, increasing the graduation rate, and ensuring effective and efficient use of resources*. Therefore, while we offer much variety, there is consistency in our effort to provide the best education possible to all our students. Key departments that will be included throughout this work include Elementary Learning, Secondary Learning, Attendance Services, Equity and Access, Innovation and Information, Learning Support, and Learning Development.

Communication with Board members and/or other District staff in an effort to influence the outcome of the RFP selection process is prohibited and will result in rejection of the Vendor's proposal.

## **Part 2: Scope of Work**

The objective of this solicitation is to engage a Vendor to accomplish the following deliverables:

- Vendor should provide flexible education market research solutions to help meet immediate challenges and achieve a variety of strategic objectives.
- Vendor must be able to tailor the research to the individual needs of the District including the following sample deliverables. A definite list of deliverables will be established once a Vendor is secured and might include any of the following:
  - measuring and reporting on progress toward academic and operational strategies;
  - evaluating the effectiveness of programs; increasing student achievement and graduation rates;
  - fulfilling evaluation and assessment goals; ensuring data quality and accountability;
  - improving teacher instruction, satisfaction, and professional development;
  - determining efficiencies and identifying effective practices;
  - identifying optimal staffing and administrative patterns;
  - implementing innovative technology and learning;
  - improving student outcomes for under resourced and underrepresented students;
  - vendor hosting web-conferences with the Vendor or other school districts around topics of interest to the District;
  - creating a forum which provides opportunities to network among local, state and regional school districts;

- Peer benchmarking; understanding and addressing community perceptions.
- Successful Vendor will have extensive K-12 educational research capabilities in order to help the District improve institutional performance and achieve missions more effectively. These types of needs include:
  - quantitative and qualitative data analysis such as program evaluations, predictors of student attrition and retention;
  - surveying such as student climate surveys, qualitative program evaluation surveys, stakeholder surveys, parent surveys;
  - literature review such as curricular and operational topics;
  - benchmarking such as peer group development including administrative, operational, and curricular comparisons;
  - market evaluation such as Vendor/product reviews, demographic trends and projections.
- Proposals should address the Vendor's experience in implementing surveys, research projects, evaluation projects, literature reviews, and any other related services for educational entities. Additionally, established deliverables between the District and the Vendor should not take longer than ten (10) weeks to reasonably complete. At a minimum, a summary of work done for school districts and other educational entities should be provided. Examples of final products provided to school districts should be submitted if possible.

### **Part 3: Contract Requirements**

- The contractor shall provide Educational Research Services for the District in accordance with the provisions and requirements stated herein.
- The contractor shall perform all services and to the sole satisfaction of the District.
- Contract - A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the District's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- A notice of award issued by the District does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies, and/or services for the District, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the District.
- The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Purchasing Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- Contract Period - The original contract period shall commence on November 01, 2019 and end Oct. 31, 2020. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The District shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the District exercises such

right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

- Renewal Periods - If the option for renewal is exercised by the District the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the District determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the District may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- Termination - The District reserves the right to terminate the contract at any time, for the convenience of the District, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the District pursuant to the contract prior to the effective date of termination

#### **Part 4: Requirements for Submission of Proposals**

- All proposals must include the following sections and be numbered and titled according to this format: Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s)) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
- The vendor should include three (3) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy". In case of a discrepancy between the original proposal and the copies, the original proposal shall govern.
- In addition, the vendor should provide an electronic copy of their entire proposal, including all attachments, in PDF format on a flash drive. The vendor should ensure all electronic copies are identical to the vendor's hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.
- Open Records - Pursuant to section 610.021, RSMo, the vendor's proposal shall be considered an open record after a contract is executed or all proposals are rejected.
- To facilitate the evaluation process, the vendor is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories and that the District is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- The proposal should be page numbered.
- The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

- Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
- Questions Regarding the RFP – Except as may be otherwise stated herein, the vendor and the vendor’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer. The buyer may be contacted via e-mail as shown on the first page. All questions must be submitted in writing. Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Vendors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed
- Competitive Negotiation of Proposals - The vendor is advised that under the provisions of this Request for Proposal, the Purchasing Department reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply: Negotiations may be conducted in person, in writing, or by telephone. Negotiations will only be conducted with potentially acceptable proposals. The Purchasing Department reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All vendors involved in the negotiation process will be invited to submit a best and final offer. Terms, conditions, prices, methodology, or other features of the vendor’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Purchasing Department determines that a change in such requirements is in the best interest of the District.

All proposals must include the following sections and be numbered and titled according to this format:

- Section 1 - Proposal Summary
- Section 2 - Business Profile
- Section 3 - Business Qualifications and Sample Deliverables
- Section 4 - Work Plan Proposal
- Section 5 - Project Staffing and Individual Qualifications

## **Part 5: RFP Proposal Evaluation Criteria**

The evaluation of proposals will be based on the following criteria:

**Proposal Evaluation Criteria = 80%**

Proposal Area	Criteria	Value
Section 1 - Proposal Summary	Clear understanding of the scope of the proposal and how the Vendor will successfully deliver upon the scope of work.	5
Section 2 - Business Profile	Complete overview of the Vendor's profile such as relevant years completing research projects, specifically with public school districts.	10
Section 3 - Business Qualifications and Sample Deliverables	Listing of relevant qualifications, completed research projects, client satisfaction and testimonies, and sample deliverables for other public school districts.	25
Section 4 - Work Plan Proposal	Comprehension plan with milestones, deliverables and how the Vendor will successfully complete the scope of work.	30
Section 5 - Project Staffing and Individual Qualifications	Staff profiles with work history and relevant qualifications.	10

## Part 6: Costs and Pricing = 20%

**All cost information must be submitted in a separate sealed envelope with the proposal response. Failure to comply with this request will result in the rejection of your bid response.**

- Pricing on a fixed annual fee for services provided. The cost should not be tied to production of specific services, but should be a fee for provision of all research and evaluation services, including the District's desired deliverables once established and access to the Vendor's published work in the field of education requested during the life of the agreement.

## Evaluation of Cost: Ratio Method.

With this method, the proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. This is determined by applying the following formula:

$$\frac{\text{Lowest Cost}}{\text{Cost Being Evaluated}} \times \text{maximum points available} = \text{awarded points}$$

Example: The cost for the lowest proposal is \$100,000. The next lowest proposal has a cost of \$125,000. The total points available for cost = 100 points.

$$\frac{\$100,000}{\$125,000} = 80 \times 100 = 80 \text{ points}$$

## **Part 7: Review Process**

Following the submittal deadline, the selection committee shall evaluate the proposals. Vendors will be evaluated according to the criteria listed in the RFP and their response to the Request for Proposal. The committee may create a short list of Vendors for phone interviews. Should interviews be needed in order to seek clarification about a proposal response or to determine award, each vendor will be allowed 45 minutes for the phone interview and resulting questions and answers. The order of the interviews will be determined by random selection. Services will be awarded to the Vendor submitting the best overall proposal in accordance with the specifications and all required documents

## **Part 8: Timeline**

The timeline listed below is the District's estimation of time required to complete the process. All efforts shall be made to abide by this schedule; however, it is subject to change if necessary.

Request for Proposals Issued	September 11, 2019
Vendor Questions due to District	September 20, 2019
RFP Responses Due	October 2, 2019
Vendor Interviews (if needed)	October 7, 2019
Intent to Award Notice and Notify Bidders	October 8, 2019
Proposed Recommendation to Board	October 15, 2019
Project Kickoff Meeting	November 1, 2019

## **Part 9 Required Forms**

### **OFFEROR'S GUARANTEES**

**The proposer certifies it can and will provide and make available, as a minimum, all services set forth in Part 2, Scope of Work:**

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**OFFEROR'S WARRANTIES**

A. Offeror warrants that it is willing and able to comply with State of Missouri laws.

Offeror warrants that it is willing and able to maintain the following insurance coverage during the life of this contract: Worker's Compensation Missouri Statutory coverage, including Employer's Liability for a limit of: \$1,000,000/\$1,000,000/\$1,000,000.

2. Comprehensive General Liability Insurance (Occurrence Basis), including completed operations, broad form property damage and contractual liability for the Indemnification Agreement contained in the Contract in the amounts of:

\$3,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence

3. Comprehensive Automobile Liability of \$1,000,000 Combined Single Limit including any Owned Auto and Hired and Non-Owned Auto.

4. Employers Liability Coverage:

\$1,000,000

5. Professional Liability/Errors and Omissions coverage:

\$1,000,000

C. Insurance shall be written through a company that is authorized to do business in the State of Missouri. Prior to commencement of any work under this Contract, the Contractor shall provide Certificates of Insurance for the above coverage to the Director of Purchasing, School District of Springfield R-12, 1458 E, Chestnut Expressway, Springfield, Missouri, 65802. This bid number must be shown on all certificates provided. Annual renewals must be provided at the time of acceptance of the renewal.

D. Offeror warrants that it will not delegate or subcontract its responsibilities under an Agreement without the prior written permission of the District.

E. Offeror warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

#### **FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM FORM**

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any

person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

a) agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;

b) affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;

c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;

d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;

e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E- Verify;

f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: \_\_\_\_\_ (signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_ (company name)

**FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT FORM**

I, \_\_\_\_\_, being of legal age and having been duly sworn upon my oath, state the

following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by \_\_\_\_\_ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

**FURTHER AFFIANT SAYETH NOT.**

By: \_\_\_\_\_ (individual signature)  
For \_\_\_\_\_ (company  
name)

Title: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**NOTARY PUBLIC**

My commission  
expires

## **FELONY CONVICTION NOTIFICATION FORM**

The person or business entity that enters into an agreement with this school district must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The district may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement.

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and
- Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Vendor E-mail Address: \_\_\_\_\_

Vendor Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Company Official's Name: \_\_\_\_\_  
(Printed)

Signature of Company Official: \_\_\_\_\_

Date: \_\_\_\_\_

## COST AND FEE STRUCTURE

- **Pricing on a fixed annual fee for services provided.** The cost should not be tied to production of specific services, but should be a fee for provision of all research and evaluation services, including the District's desired deliverables once established and access to the Vendor's published work in the field of education requested during the life of the agreement:

**Period 1:** November 01, 2019-October 31, 2020    \$\_\_\_\_\_

**Period 2:** November 01, 2020-October 31, 2021    \$\_\_\_\_\_

**Period 3:** November 01, 2021-October 31, 2022    \$\_\_\_\_\_

Please define the services provided in a fixed annual fee to include types of projects, number of projects and any other limitations or exceptions to costs that would not be included in the fixed annual fee:

## TERMS AND CONDITIONS

### 1 TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a) **Amendment** means a written, official modification to an RFP or to a contract.
- b) **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- c) **Buyer** means the procurement staff member of the Purchasing Department. The Contact Person as referenced herein is usually the Buyer.
- d) **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- e) **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- f) **Days** means calendar days unless otherwise specified.
- g) **District** means the School District of Springfield R-12.
- h) **Gratuity** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- i) **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- j) **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- k) **Request for Proposal (RFP)** means the solicitation document issued by the Purchasing Department to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- l) **Subcontract** means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

### 2 OPEN COMPETITION

- a) It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the District if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the Purchasing Department, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least five (5) calendar days prior to the official proposal opening date.
- b) The Buyer or the person identified in the RFP as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a RFP shall refer to the appropriate RFP number, page, and paragraph. Do not place the RFP number on the outside of the envelope containing the inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- c) Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors

are advised that unless specified elsewhere in the RFP, any questions received less than five (5) calendar days prior to the RFP opening date may not be answered.

- d) Offerors are cautioned that the only official position of the District is that which is issued by the Purchasing Department in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- e) The Purchasing Department reserves the right to officially amend or cancel an RFP after issuance.

### **3 PREPARATION OF PROPOSALS**

- a) Offerors must examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b) Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c) Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirements are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d) Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e) All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- f) Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- g) Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- h) Exceptions to Terms and Conditions: All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Vendor clearly identifies the specific paragraphs of the RFP where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Buyer in a written statement. The Vendor's preprinted or standard terms will not be considered as a part of any resulting Contract.
  - 1) An Offer that takes exception to a material requirement of any part of the RFP, including terms and conditions, shall be rejected.
  - 2) All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the RFP or result in rejection of the Offer.
- i) Subcontracts: Vendor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- j) Cost of Offer Preparation: The District will not reimburse any Vendor the cost of responding to a RFP.
- k) Solicitation Amendments/Addenda: Unless otherwise stated in the RFP, each Solicitation Amendments or Addenda shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendments or Addenda shall result in rejection of the Offer.
- l) Disclosure: If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Vendor must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Vendor shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

#### **4 SUBMISSION OF PROPOSALS**

- a) The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- b) A proposal which has been delivered to the Purchasing Department office may be modified by signed, written notice which has been received by the Purchasing Department prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- c) A proposal which has been delivered to the Purchasing Department office may only be withdrawn by a signed, written notice or facsimile which has been received by the Purchasing Department prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- d) Offerors submitting a proposal to Purchasing Department must sign and return the RFP cover page and each Solicitation Amendments or Addenda in order to constitute acceptance by the bidder of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

#### **5 PROPOSAL OPENING**

- a) Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the offerors shall be read at the proposal opening. The contents of the proposals shall not be disclosed at this time.
- b) It is the offeror's responsibility to ensure that the proposal is received by the Purchasing Department by the official opening date and time.
- c) Proposals which are not received by the Purchasing Department prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances as determined by the Purchasing Department.

#### **6 PREFERENCES**

- a) By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

#### **7 EVALUATION/AWARD**

- a) Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award.
- b) Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the Purchasing Department to be in the best interest of the District.
- c) Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- d) Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations.
- e) In the event all offerors fail to meet the same mandatory requirement in an RFP, the Purchasing Department reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the Purchasing Department reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f) The Purchasing Department reserves the right to reject any and all proposals. When all proposals are unacceptable and circumstances do not permit a re-bid, the Purchasing Department may negotiate for the required supplies and/or service.
- g) When evaluating a proposal, the Purchasing Department reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.

- h) Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i) Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j) Any award of a contract shall be made by notification from the Purchasing Department to the successful offeror. The Purchasing Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Purchasing Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the District.
- k) Under applicable law, all Offers submitted and opened are public records and must be retained by the District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the District. If a Vendor believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The District shall make a determination on whether the stamped information is confidential pursuant to District Procurement Code.
- l) Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- m) The Offer of a Vendor who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- n) The Purchasing Department reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- o) Final acceptance will be contingent upon the approval of The School District of Springfield R-12 Board of Education.

## **8 CONTRACT/PURCHASE ORDER**

- a) By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b) A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) Purchasing Department acceptance of the proposal by "notice of award" or by "purchase order."
- c) A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.

## **9 INVOICING AND PAYMENT**

- a) The District does not pay state or federal taxes unless otherwise required under law or regulation.
- b) Each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c) The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Purchasing Department.
- d) Payment for all equipment, supplies, and/or services required herein shall be made at a minimum 30 day terms. The District shall not make any advance deposits.
- e) The District assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the Districts rejection and shall be returned at the contractor's expense.

## **10 DELIVERY**

- a) Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## **11 INSPECTION AND ACCEPTANCE**

- a) No equipment, supplies, and/or services received by the District pursuant to a contract shall be deemed accepted until the District has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b) All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c) The District reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d) The District's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the District may have.

## **12 WARRANTY**

- a) Unless otherwise modified elsewhere in terms and conditions, the contractor expressly warrants for a period of one year after acceptance that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Purchasing Department, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b) Such warranty shall survive delivery and shall not be deemed waived either by reason of the District's acceptance of or payment for said equipment, supplies, and/or services.

## **13 CONTRACTUAL REMEDIES**

- a) If the District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at Districts' option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- b) Stop Work Order:
  - 1) The District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  - 2) If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- c) The rights and the remedies of the District under this Contract are not exclusive.
- d) Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- e) The District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the District or damages assessed by the District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

## **14 CONTRACT TERMINATION**

- a) The District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the District is, or becomes at any time while the Contract or an extension the Contract is in

effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

- b) The District may, by written notice, terminate this Contract, in whole or in part, if the District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- c) The District may, by written notice to the Contractor, immediately terminate this Contract if the District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- d) In the event of material breach of the contractual obligations by the contractor, the Purchasing Department may cancel the contract. At its sole discretion, the Purchasing Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the Purchasing Department within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- e) If the contractor fails to cure the breach or if circumstances demand immediate action, the Purchasing Department will issue a notice of cancellation terminating the contract immediately.
- f) If the Purchasing Department cancels the contract for breach, the Purchasing Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Purchasing Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- g) The contractor understands and agrees that funds required to fund the contract must be appropriated by the Board of Education for each fiscal year included within the contract period. The contract shall not be binding upon the District for any period in which funds have not been appropriated, and the District shall not be liable for any costs associated with termination caused by lack of appropriations.

## **15 GOVERNING LAW AND VENUE**

- a) This contract shall be governed by Missouri law. The validity, construction, and effect of this contract and any claims arising under it shall also be governed by Missouri law. Any provision of this contract prohibited by Missouri law shall be deemed void and of no effect. Litigation arising out of or relating in any way to this contract or the performance there under shall be brought in a court located in Greene County, Missouri.

## **16 INDEMNIFICATION**

- a) CONTRACTOR shall indemnify, defend, and hold harmless the Springfield R12 School District, its agents, board members, directors, officers, and employees, from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of the Work caused by the negligent or wrongful acts or omissions of CONTRACTOR, any Subcontractor, any Supplier, or anyone for whose acts or omissions any of them may be liable. In cases of concurring fault, each party shall bear its share of the loss.
- b) In any and all claims against the Springfield R12 School District or any of its agents, board members, directors, officers, and employees, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any Subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts. Nothing contained herein shall be considered a waiver of the defenses of sovereign immunity, official immunity, or the public duty doctrine.
- c) This indemnification agreement shall survive termination or expiration of the Contract Documents.

## **17 COMMUNICATIONS AND NOTICES**

- a) Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

## **18 BANKRUPTCY OR INSOLVENCY**

- a) Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Purchasing Department immediately.
- b) Upon learning of any such actions, the Purchasing Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

## **19 CONFLICT OF INTEREST**

- a) By submitting a bid, the contractor acknowledges that no employee of the District is or will become interested, directly or indirectly as a contracting party or otherwise in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be therein or any of the monies to be derived therefrom.

**Cut along the outer border and affix this label to your proposal package to identify it as a “Request for Proposal”. Be sure to include the name of the company submitting the bid where requested.**

<b>REQUEST FOR PROPOSAL · DO NOT OPEN</b>
SEALED BID NO.: <b>RFP-S20B-0030</b>
BID TITLE: <b>Educational Research Services</b>
DUE DATE/TIME: <b>October 02, 2019 @ 2:00 PM</b>
SUBMITTED BY:
_____
<b>(Name of Company)</b>
DELIVER TO:
PURCHASING DEPARTMENT The School District of Springfield R-12 1458 E. Chestnut Expressway Springfield, MO 65802



***Please Note:***

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same website from which you obtained this bid. If you are a registered vendor with the district, you will automatically receive notification of all addenda by email or fax. If you are not, you should periodically check our website to download any addenda which may have been issued. To become a registered vendor, you must complete a Vendor Application Form available from our website at <https://www.sps.org/purchasing>. Complete the application on-line, print it and submit a signed copy to us by fax or email. Once registered, you will begin receiving automatic notifications of both bids and addenda.

## Appendix A

